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Emergency Number 866-789-1986

Thank you for placing your business with us and your trust and confidence in **USAIG/CAIG**.

### America's First Name in Aviation Insurance.®

### **USAIG/CAIG AIRCRAFT INSURANCE IDENTIFICATION**

Policyholder's Name: Air Cadet League of Canada

Policy Number: SGL2 5909

Policy Period: April 1, 2020 to April 1, 2021

Year, Make and Model: N/A

DOT Identification Number: N/A

## CAIM GENERAL LIABILITY POLICY DECLARATIONS PAGE

### Policy No. SGL2 5909 Former Policy No. SGL2 5903

- 1. Name and Address of Named Insured: Air Cadet League of Canada 201-1505 Laperriere Ave. Ottawa, Ontario K1Z 7T1
- 2. From **April 1, 2020** to **April 1, 2021** shall be the policy period, beginning and ending at 12:01 A.M. time, Standard Time, at the above address.
- 3. The Named Insured is a Public Service Organization whose business is: Youth Training.
- 4. Location and description of the **covered premises**: **Any airport premises owned by, leased to or occupied by the Named Insured in Canada.**
- 5. The insurance afforded by this policy is only with respect to such and so many of the following Divisions as are indicated by specific limits of liability and premium charges and for each of which a Liability Form is attached hereto. This policy is completed thereafter by attachment to CAIM General Liability Form GL 1001.

| Divisions                            | Liı | mits of Liabilit           | y                                | Pr | emiums |
|--------------------------------------|-----|----------------------------|----------------------------------|----|--------|
| 1. Premises and Operations           | \$  | 5,000,000                  | Each Occurrence                  | \$ | 3,130  |
| 2. Products and Completed Operations | T   | Not Covered<br>Not Covered | Each Occurrence<br>Aggregate     | \$ | -      |
| 3. Hangarkeeper's                    | •   | Not Covered<br>Not Covered | Each Aircraft<br>Each Occurrence | \$ | -      |
| Combined Limit of Liability          | \$  | 5,000,000                  | Each Occurrence                  |    |        |
|                                      |     | Total I                    | Premium                          | \$ | 3,130  |

## CAIM GENERAL LIABILITY POLICY DECLARATIONS PAGE

Policy No. SGL2 5909 Former Policy No. SGL2 5903

7. Hazards

### **Division 1. Premises and Operations**

**Covered Operations**:

Flight operations of the Named Insured.

### **Division 2. Products and Completed Operations**

Covered products and covered completed operations:

Not Covered

### **Division 3. Hangarkeeper's**

Not Covered

Deductible \$-

Unless stated otherwise, all sums shown in this policy are expressed in Canadian currency.

Issued through the Managers on March 26, 2020.

Canadian Aviation Insurance Managers Ltd. Managers

Authorized Representative

Toronto, Ontario Place of Signing

Page 2 of 2 Pages

GL 1002 05/18

1 First Canadian Place, P.O. Box 57, Toronto, Ontario M5X 1B1 Telephone: 416-865-0252 - Fax: 416-865-1409

Issued to: Air Cadet League of Canada 201-1505 Laperriere Ave. Ottawa, Ontario K1Z 7T1

## CAIM

Canadian Aviation Insurance Managers Ltd. 1 First Canadian Place, P.O. Box 57, Toronto, Ontario M5X 1B1

In consideration of the payment of the premium and in reliance upon the Declarations, and subject to the Limits of Liability and all of the other terms of this policy, the Companies (collectively the "Companies" and each individually a "Company") agree with the **Named Insured** as follows:

Service of process or of any notice or proof of loss required by this policy, made upon any one of the Companies, or upon a duly authorized agent of any one of the Companies, shall constitute service upon all Companies. Each of the Companies hereby appoints **Managers** as its duly authorized agent for receipt of service of process or any notice or proof of loss hereunder.

### DEFINITIONS

Wherever used in this policy:

**approved contract** means any contract or part thereof specifically designated by endorsement attached to this policy;

**automobile** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

**bodily injury** means bodily injury, sickness or disease sustained by any person;

**Company(ies)** means the Company or Companies stated in the Participating Company Schedule attached to this policy.

**completed operations hazard** includes **bodily injury** or **property damage** arising out of the **Named Insured's** operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and away from premises owned by or rented to the **Named Insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **Named Insured** under the contract have been completed, or
- (2) when all operations to be performed by or on behalf of the **Named Insured** at the site of the operations have been completed, or
- (3) when the portion of the work out of which the **bodily injury** or **property damage** arises has been put to its intended use by any person or organization other than another contractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise completed, shall be deemed completed. The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

the existence of tools, uninstalled equipment or abandoned or unused materials;

**damages** includes damages for mental anguish, death and care and loss of services resulting from **bodily** injury and damages for loss of use of property resulting from **property damage**;

**in flight** means the time commencing when the aircraft, other than a rotorcraft, moves forward in attempting to take off and continuing thereafter until it has completed its landing run. A rotorcraft shall be deemed to be **in flight** when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation;

**Insured** means any person or organization qualifying as an Insured in the "Persons Insured" provision of the applicable liability form. The insurance applies separately to each **Insured** against whom claim is made or suit is brought, except with respect to the applicable limit of the Company(ies)' liability;

Managers means Canadian Aviation Insurance Managers Ltd.;

**mobile equipment** means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **Named Insured** including the ways immediately adjoining, or (3) designed for use principally off public roads;

Named Insured means the person or organization named in Item 1 of the Declarations;

**Named Insured's products** means goods or products manufactured, sold, handled or distributed by the **Named Insured** or by others trading under his name, including any container thereof (other than a vehicle), but **Named Insured's products** does not include any property, other than such container, rented to or located for use of others but not sold;

**occurrence** means an accident, or a continuous or repeated exposure to conditions, which results, during the policy period, in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **Insured**. All damages arising out of such exposure to substantially the same general conditions shall be deemed to arise out of one **occurrence**;

### policy territory means:

- (1) Canada or Continental United States of America, or
- (2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, or
- (3) anywhere in the world with respect to **damages** because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such **bodily injury** or **property damage** is brought within such territory;

**products hazard** includes **bodily injury** and **property damage** arising out of the **Named Insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **Named Insured** and after physical possession of such products has been relinquished to others.

property damage means injury to or destruction of tangible property.

### SUPPLEMENTARY PAYMENTS

The Company(ies) will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the Company(ies), all costs taxed against the **Insured** in any suit defended by the Company(ies) and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company(ies) have paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company(ies)' liability thereon. Interest which accrues by law prior to entry of judgment shall be considered part of the judgment;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and premiums on appeal bonds required in any such defended suit, but the Company(ies) shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the **Insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
- (d) reasonable expenses incurred by the **Insured** at the Company(ies)' request in assisting the Company(ies) in the investigation or defence of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

### **COMBINED LIMIT OF LIABILITY**

Regardless of the number of (1) **Insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage**, or (4) the number of Divisions of Item 5 of the Declarations with respect to which insurance is afforded, and subject to the specific limits of liability stated in each of the liability forms attached hereto, the total liability of the Company(ies) under all liability forms combined, for all **damages** because of all **bodily injury** and **property damage** sustained by one or more persons or organizations as the result of any one **occurrence**, shall not exceed the Combined Limit of Liability stated in Item 6 of the Declarations. All **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as the result of one occurrence.

### EXCLUSIONS

### **Nuclear Energy Exclusion**

This policy does not apply to **bodily injury** or **property damage**:

- A. with respect to which the **Insured** is also an **Insured** under a contract of nuclear energy liability insurance (whether the **Insured** is named in such contract or not) issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers, or would be an **Insured** under such policy but for its termination upon exhaustion of its limit of liability; or
- B. resulting directly or indirectly from the **nuclear energy hazard** arising from:
  - (1) the ownership, maintenance, operation or use of a **nuclear facility** by or on behalf of the **Insured**;
  - (2) the furnishing of services, materials, parts or equipment by the **Insured** in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**;
  - (3) the transportation, consumption, possession, handling, disposal or use of **radioactive material** sold, handled, used or distributed by the **Insured**.

As used in this exclusion:

- 1. The term **nuclear energy hazard** means the radioactive, toxic, explosive, or other hazardous properties of **radioactive material**;
- 2. The term **radioactive material** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substance that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use or application of atomic energy, but shall not include commercial isotopes;
- 3. The term **nuclear facility** means:
  - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
  - (b) any equipment or device designed or used for (1) separating the isotopes of plutonium, thorium or uranium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
  - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium or of irradiated material containing such substances;
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste **radioactive material**;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

### **Environmental Disturbance Exclusion**

This policy does not apply to **bodily injury** or **property damage** arising out of the **environmental disturbance hazard** or to sums claimed or awarded as **damages** to the extent that such sums represent payment or compensation for the taking of or exercise of rights with respect to the property of others.

### Environmental disturbance hazard means:

1. Noise (whether audible to the human ear or not) or vibrations, including sonic boom and similar phenomena associated with trans-sonic and supersonic movement, generated by the movement or operation of aircraft or any part thereof;

- 2. Pollutants released into earth, air, water or any disposal system except if such release is sudden and accidental;
- 3. Interference with the quiet enjoyment of property by over-flight or other operation of aircraft in proximity thereto;

but the **environmental disturbance hazard** does not include such noise, vibration, pollutants or interference resulting from crash or collision of a vehicle or from an emergency causing abnormal aircraft operations.

### CONDITIONS

### 1. Inspection and Audit

The Company(ies) or the **Managers** shall be permitted but not obligated to inspect the **Named Insured's** property and operations and to examine and audit the **Named Insured's** books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium basis or the subject matter of this insurance. Neither the Company(ies)' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the **Named Insured** or others to determine or warrant that such property or operations are safe.

### 2. Insured's Duties in the Event of Accident, Claim or Suit

- (a) In the event of an accident or an occurrence, written notice shall be given by or on behalf of the Insured to the Managers at any of its offices whose address is listed in the Declarations page of this policy as soon as practicable. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the accident or occurrence, the names and addresses of the injured and available witnesses. The Named Insured shall promptly take, at his expense, all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the **Insured**, the **Insured** shall immediately forward to the **Managers** every demand, notice, summons or other process received by him or his representative.
- (c) The **Insured** shall cooperate with the Company(ies) and, upon the Company(ies)' request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **bodily injury** or **property damage** with respect to which insurance is afforded under this policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

### 3. Action Against the Company(ies)

No action shall lie against the Company(ies) unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Company(ies). Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company(ies) or the **Managers** as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the Company(ies) or the **Managers** be impleaded by the **Insured** or his legal representative.

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company(ies) of any of their obligations hereunder.

### 4. Other Insurance

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance.

When this insurance is primary and the **Insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company(ies)' liability under this policy shall not be reduced by the existence of such other insurance. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company(ies) shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

The insurance under this policy with respect to **bodily injury** or **property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of aircraft and **automobiles** shall be excess insurance over any other valid and collectible insurance.

### 5. Action against the Named Insured

The Company(ies) or the **Managers** shall have the right to institute and maintain suits in their own name against the **Named Insured** for non-payment of premium or for breach of any other obligation arising from or by reason of this insurance, and any judgment so obtained or release or receipt by the Company(ies) or the **Managers** shall be binding on the Company(ies) and the **Managers**.

### 6. Subrogation

In the event of any payment under this policy the Company(ies) shall be entitled to a transfer of and/or subrogation to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver to the **Managers** all such documents and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after loss to prejudice such rights.

### 7. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company(ies) or the **Managers** from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by the **Managers**.

### 8. Assignment

Assignment of interest under this policy shall not bind the Company(ies) until their consent is endorsed hereon by the **Managers**. If, however, the **Named Insured** shall die, this policy shall cover the **Named Insured's** legal representative, while acting within the scope of his duties as such, as **Named Insured**.

### 9. Cancellation

This policy may be cancelled by the **Named Insured** by surrender thereof or by mailing to the **Managers** written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company(ies) or the **Managers** by mailing to the **Named Insured**, at the address shown in the Declarations, written notice stating when not less than 10 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period.

Delivery of such written notice either by the **Named Insured**, the Company(ies) or the **Managers** shall be equivalent to mailing.

If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure, subject to retention by the Company(ies) of any minimum premium(s) specified in the Declarations. If the Company(ies) or the **Managers** cancel, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

### **10. Declarations**

By acceptance of this policy, the **Named Insured** agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the **Managers**, the Company(ies) or any of their agents relating to this insurance.

Canadian Aviation Insurance Managers Ltd. Managers

John T. Brogan President

IN WITNESS WHEREOF the Company(ies) hereunder have caused this policy to be executed on their behalf by the **Managers**, but this policy shall be void unless a Declarations Page, signed by an authorized representative of the **Managers**, is attached hereto.

### SEE ATTACHED PARTICIPATING COMPANY SCHEDULE

Please note: Attach Declarations Page, Liability Form(s) and any Endorsements. This policy is not valid or complete unless a Declarations Page and one or more liability forms are attached hereto.

### PARTICIPATING COMPANY SCHEDULE

| <u>Companies</u>                  | <b>Pro Rata Share of Liability</b> |  |
|-----------------------------------|------------------------------------|--|
| Chubb Insurance Company of Canada | 100%                               |  |

By signing this Schedule, the company listed above has caused this policy to be executed on its behalf by the Aviation Managers.

Ma h Chubb Insurance Company of Canada Secretary Toronto, Ontario, Canada

# CAIM

### **GENERAL LIABILITY POLICY** PREMISES AND OPERATIONS LIABILITY FORM

Attached to and forming a part of Policy No. SGL2 5909

### Issued to: Air Cadet League of Canada

- I. THE COMPANY(IES) WILL PAY on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **damages** because of **bodily injury** or **property damage**, to which this liability form applies, caused by an **occurrence** and arising out of:
  - (1) the ownership or maintenance of the **covered premises**, and

### (2) covered operations.

II. The Company(ies) shall have the right and duty to defend any suit against the **Insured** seeking **damages** on account of **bodily injury** or **property damage** to which this liability form applies, even if any of the allegations of the suit are groundless, false or fraudulent. The Company(ies) may make such investigation and settlement of any claim or suit as it deems expedient.

### III. Exclusions

This liability form does not apply to:

- (a) liability assumed by the **Insured** under any contract or agreement, except an **approved contract**; but, with respect to **bodily injury** or **property damage** occurring while work performed by or on behalf of the **Named Insured** is in progress, this exclusion does not apply to a warranty that such work will be performed in a workmanlike manner;
- (b) **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft which is:
  - (1) owned by or rented or loaned to the **Insured** or the **Named Insured**, or
  - (2) held for demonstration or sale by the **Named Insured**, or
  - (3) operated **in flight** by or for the account of the **Named Insured**;
- (c) **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of **automobiles** which are owned or operated by or rented or loaned to the **Insured** or the **Named Insured**, unless such **bodily injury** or **property damage** occurs on the **covered premises**;
- (d) **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft which is owned or operated by or rented or loaned to the **Insured** or the **Named Insured**, but this exclusion does not apply to canoes, rowboats and outboard motor powered boats of not more than eighteen (18) feet in length;
- (e) any airmeet, airshow or other form of exhibition sponsored in whole or in part by or participated in by the **Insured** or the **Named Insured**;

### **GENERAL LIABILITY POLICY PREMISES AND OPERATIONS LIABILITY FORM**

- (f) structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition by or on behalf of the Named Insured;
- (g) **bodily injury** to any employee of the **Insured** arising out of and in the course of his employment by the **Insured**, but this exclusion does not apply to liability assumed by the **Insured** under an **approved contract**;
- (h) any obligation for which the **Insured**, or any person or organization as his insurer, may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (i) **property damage** to:
  - (1) property owned or occupied by or rented to the **Insured** or the **Named Insured**, or
  - (2) property used by the **Insured** or the **Named** Insured, or
  - (3) property in the care, custody or control of the **Insured** or the **Named Insured** or as to which the **Insured** or the **Named Insured** is for any reason exercising physical control,

but part (3) of this exclusion does not apply to:

- (1) aircraft where the "control" is solely traffic control over the movement of such aircraft, or
- (2) an aircraft being fueled by the **Insured** or upon which the **Insured** is performing minor "on the spot" maintenance or repairs and which is not in the care, custody or control of the **Insured** or the **Named Insured** for any other purpose;
- (j) **bodily injury** or **property damage** included within the **completed operations hazard** or the **products hazard**;
- (k) **property damage** to work performed by or on behalf of the **Named Insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (1) **property damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;
- (m) **property damage** to the **Named Insured's** products arising out of such products or any part of such products;
- (n) **bodily injury** or **property damage** arising out of operations on or from premises (other than the **covered premises**) owned, rented or controlled by the **Named Insured** or to liability assumed by the **Insured** under any contract or agreement relating to such premises.

# CAIM

### **GENERAL LIABILITY POLICY PREMISES AND OPERATIONS LIABILITY FORM**

The Company(ies) shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company(ies)' liability has been exhausted by payment of judgments or settlements.

### IV.

### **Persons Insured**

Each of the following is an **Insured** under this liability form to the extent set forth below:

- (a) If the **Named Insured** is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) If the **Named Insured** is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) If the **Named Insured** is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated;
- (d) Any employee, executive officer, director or stockholder of the **Named Insured** while acting within the scope of his duties as such, but no employee or executive officer shall be an **Insured** with respect to **bodily injury** of another employee or executive officer of the **Named Insured** in the course of such employment;
- (e) Any person (other than an employee or executive officer of the **Named Insured**) or organization while acting as airport or real estate manager for the **Named Insured**.

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **Insured** is a partner or member and which is not designated in this policy as a **Named Insured**.

### V.

### Limit of Liability

Regardless of the number of (1) **Insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the limit of liability stated for Division 1. in Item 5. of the Declarations as applicable to "each **occurrence**" is the limit of the Company(ies)' liability under this liability form for all **damages** because of all **bodily injury** and **property damage** sustained by one or more persons or organizations as a result of any one **occurrence**.

## GENERAL LIABILITY POLICY PREMISES AND OPERATIONS LIABILITY FORM

### VI.

### **Additional Definitions**

Wherever used in this liability form (including endorsements in reference thereto):

### covered premises means:

- (1) the premises located and described as **covered premises** in Item 4. of the Declarations, and
- (2) premises alienated by the **Named** Insured (other than premises constructed for sale by the **Named Insured**) if possession thereof has been relinquished to others, and
- (3) premises as to which the **Named Insured** acquires ownership or control and reports his intention to insure such premises under this policy and no other within thirty (30) days after such acquisition and agrees to pay additional premium therefor as determined by the Managers,

and includes the ways immediately adjoining on land. With respect to premises at an airport, the entire airport shall be considered ways immediately adjoining;

**covered operations** means operations of the **Named Insured** described and designated as **covered operations** in Division 1. of Item 7. of the Declarations, excluding operations at or from premises owned, rented or controlled by the **Named Insured** other than the **covered premises**.

### VII.

### **Policy Period: Territory**

This liability form applies only to **bodily injury** or **property damage** which occurs during the policy period within the **policy territory**.

### **CAIM GENERAL LIABILITY POLICY** Terrorism Risk Insurance Act, as amended Policyholder Disclosure NOTICE OF TERRORISM INSURANCE COVERAGE

This endorsement modifies such insurance as is afforded by the provisions of the policy and any of its endorsements.

### THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT AS AMENDED. THIS ENDORSEMENT IS A DISCLOSURE AND DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THIS POLICY.

### Notice of Terrorism Insurance Act Coverage.

You are hereby notified that, under the Terrorism Risk Insurance Act, as amended (the Act), you have a right to purchase insurance coverage from us for losses resulting from Acts of Terrorism as defined in Section 102(1) of the Act.

The term Act of Terrorism means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States:

- (i) To be an act of terrorism;
- (ii) To be a violent act or an act that is dangerous to human life, property, or infrastructure;
- (iii) To have resulted in damage within the United States, or outside the United States in the case of an air carrier (as defined by section 40102(a)(2) of Title 49 of the United States Code as "a citizen of the United States undertaking by any means, directly or indirectly, to provide air transportation") or a U.S. registered or U.S. flag vessel or the premises of a United States mission; and
- (iv) To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The full text of the Act may be accessed through <u>http://thomas.loc.gov</u>.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT TO YOUR INSURER UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER YOUR POLICY MAY CONTAIN CERTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2017; 82% EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

Page 1 of 2 Pages

### **CAIM GENERAL LIABILITY POLICY** Terrorism Risk Insurance Act, as amended Policyholder Disclosure NOTICE OF TERRORISM INSURANCE COVERAGE

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT AS AMENDED CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

If you elect to purchase coverage under the Act, your premium and related terms will be stated on a separate endorsement attached to this policy. Depending upon what you have purchased, the terms of your coverage will appear on the Certified Terrorism Loss Coverage endorsement attached to this policy.

Please contact your broker or the Aviation Managers if you have any questions.

Page 2 of 2 Pages

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or representations of the undermentioned policy, other than as above stated. This endorsement is effective from the date and hour stated below, Standard Time, at the address of the Named Insured as stated in the Declarations, and forms a part of the below numbered policy.

Policy issued to: Air Cadet League of Canada

| 1               | SGL2 5903     | April 1, 2020            | 12:01 A.M.      |
|-----------------|---------------|--------------------------|-----------------|
| Endorsement No. | Policy Number | Date and hour endorsemer | nt takes effect |



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## CAIM GENERAL LIABILITY POLICY Potential Termination of TRIA Coverage

### THIS ENDORSEMENT REDUCES YOUR COVERAGE FOR LOSS CAUSED BY CERTIFIED ACTS OF TERRORISM UNDER THE CIRCUMSTANCES DESCRIBED BELOW

If any of the following occur on or before January 1, 2021:

- the federal Terrorism Risk Insurance Program (TRIP) effected under the Terrorism Risk Insurance Act as amended (TRIA) expires on December 31, 2020 and is not reauthorized and extended by the federal government; or
- TRIP is extended with changes that redefine terrorism and we are not required to make such revised coverage available to you; or
- TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you,

then, effective January 1, 2021, all coverage provided under the terms of your policy for "Certified Acts of Terrorism" or "Certified Terrorism Loss" will terminate and be of no further effect.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or representations of the undermentioned policy, other than as above stated. This endorsement is effective from the date and hour stated below, Standard Time, at the address of the Named Insured as stated in the Declarations, and forms a part of the below numbered policy.

### Policy issued to: Air Cadet League of Canada

| 2               | SGL2 5903     | April 1, 2020             | 12:01 A.M.      |
|-----------------|---------------|---------------------------|-----------------|
| Endorsement No. | Policy Number | Date and hour endorsement | nt takes effect |



## CAIM GENERAL LIABILITY POLICY DATE CHANGE RECOGNITION EXCLUSION

This endorsement modifies such insurance as is afforded by the provisions of the policy and any of its endorsements.

This Policy does not cover any claim, **damage**, **injury**, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from, occasioned by, or in consequence of (whether directly or indirectly and whether wholly or partly):

- A) Any actual or alleged failure, malfunction or inadequacy of:
  - 1) Any of the following, whether belonging to any **Insured** or to others, whether or not part of any computer system or whether in the possession of the **Insured** or of any third party;
    - a) computer hardware, including microprocessors; or
    - b) computer application software; or
    - c) computer operating systems and related software; or
    - d) computer networks; or
    - e) microprocessors, computer chips, integrated circuits or other information technology equipment or systems; or
  - Any other products or systems and any services, data, or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A)
    1) of this exclusion;

due to the inability to correctly recognize, process, distinguish, interpret or accept:

- the change of year from 1999 to 2000; or
- the change of date from August 21, 1999 to August 22, 1999; or
- any other change of year, date or time;
- B) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify, or test for any potential or actual problems described in Paragraph A) of this exclusion.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or representations of the undermentioned policy, other than as above stated. This endorsement is effective from the date and hour stated below, Standard Time, at the address of the Named Insured as stated in the Declarations, and forms a part of the below numbered policy.

### Policy issued to: Air Cadet League of Canada

| 3               | SGL2 5903     | April 1, 2020             | 12:01 A.M.      |
|-----------------|---------------|---------------------------|-----------------|
| Endorsement No. | Policy Number | Date and hour endorsement | nt takes effect |



## **CAIM GENERAL LIABILITY POLICY** DATE CHANGE RECOGNITION EXCLUSION -LIMITED WRITE-BACK PROVISIONS

This endorsement modifies such insurance as is afforded by the provisions of the policy and any of its endorsements.

<u>The Date Change Recognition Exclusion</u> shall not apply to any sums which the **Insured** shall become legally liable to pay as **damages** because of **bodily injury** or physical **injury** to or destruction of tangible property resulting from a covered **occurrence**.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or representations of the undermentioned policy, other than as above stated. This endorsement is effective from the date and hour stated below, Standard Time, at the address of the Named Insured as stated in the Declarations, and forms a part of the below numbered policy.

### Policy issued to: Air Cadet League of Canada

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| Endorsement No. | Policy Number | Date and hour endorsement takes ef |            |



## CAIM GENERAL LIABILITY POLICY AMENDATORY ENDORSEMENT – NOISE AND POLLUTION AND OTHER PERILS EXCLUSION

This endorsement modifies such insurance as is afforded by the provisions of this policy relating to the following forms:

### Premises and Operations Liability Form Products and Completed Operations Liability Form Hangarkeeper's Liability Form

It is agreed that the following replaces the **Environmental Disturbance Exclusion** of this policy and is added to the exclusions section of the above mentioned Liability forms:

- (o, h or i) This insurance does not apply to:
  - (1) any liability, including liability arising out of or assumed under contract, or any injury, loss or damage, including **bodily injury**, fear of **bodily injury**, **damage** or fear of **damage**, personal **injury**, advertising **injury**, sickness, disease, occupational disease, disability, shock, death, mental anguish, mental **injury**, **property damage** or any loss, cost or expense, loss of use including grounding, or any other claim, cost or expense whatsoever, directly or indirectly arising out of, resulting from, caused or occasioned by, happening through, in consequence of, or in any way involving:
    - a. Noise (whether audible to the human ear or not), vibration, sonic boom, and any phenomena associated with the foregoing; or
    - b. Pollution or Contamination of any kind whatsoever, or the exposure to Pollution or Contamination, or the fear of exposure to or the effects of Pollution or Contamination or the existence of Pollution or Contamination in any place or thing or in the atmosphere, land, or any watercourse or body of water, as well as any claim or suit by or on behalf of or any direction, demand or request or any statutory or regulatory requirement, or any voluntary decision, by or on behalf of any governmental authority or other alleged responsible party, that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of Pollutants or Contaminants; or
    - c. Electrical or electromagnetic emission or interference of any kind whatsoever; or
    - d. Interference with the use of property.

# CAIM

### **GENERAL LIABILITY POLICY** AMENDATORY ENDORSEMENT – NOISE AND POLLUTION AND OTHER PERILS EXCLUSION

For purposes of this Exclusion:

- i. **Pollution or Contamination** means any actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration, disposal or the mere presence of **Pollutants or Contaminants** in any form.
- ii. **Pollutants or Contaminants** means any **pollutant**, **contaminant** or irritant, including, without limitation, any solid, liquid, gaseous or thermal **pollutant**, **contaminant** or irritant, or any air emission, smoke, vapor, soot, fume, acid, alkali, chemical, or nuclear material alleged to be a possible or probable carcinogenic, odor, oil or other petroleum product, fungus (including mold or mildew or any mycotoxin, spore, scent or byproduct produced or released by fungi, other than any fungi intended by the **Insured** for human consumption), or **Waste** of any kind whatsoever, including solid **waste**, **waste** water, **waste** oil, infectious medical **waste**, and human, animal or vegetable **waste**.
- iii. Waste means any waste including material to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by the **Insured** or any person handling the **Waste**.
- 2. With respect to any provision in this policy concerning the duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend claims excluded by paragraph 1.
- 3. This Exclusion shall not apply to any claim for **bodily injury** or physical **injury** to tangible property that results from a crash, fire, explosion or collision of **Completed Aircraft**, or results from a recorded in-flight emergency causing abnormal aircraft operation of **Completed Aircraft**. For purposes of this subsection, **Completed Aircraft** means an aircraft completely assembled and capable of motion under its own power.

### Page 2 of 2 Pages

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or representations of the undermentioned policy, other than as above stated. This endorsement is effective from the date and hour stated below, Standard Time, at the address of the Named Insured as stated in the Declarations, and forms a part of the below numbered policy.

### Policy issued to: Air Cadet League of Canada

| 5<br>Endorsement No. | SGL2 5903<br>Policy Number | April 1, 2020<br>Date and hour endors | 12:01 A.M. |
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| Lindorsement ivo.    | -                          | Aviation Insurance Manage             |            |
|                      | by                         | J. Bog                                | _          |

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## CAIM GENERAL LIABILITY POLICY ASBESTOS EXCLUSION

This endorsement modifies such insurance as is afforded by the provisions of the policy and any of its endorsements.

This insurance does not apply to:

- 1. any liability, including liability arising out of or assumed under contract, or any injury, loss or damage, including **bodily injury**, fear of **bodily injury**, damage or fear of damage, personal injury, advertising injury, sickness, disease, occupational disease, disability, shock, death, mental anguish, mental injury, property damage or any loss, cost or expense, loss of use including grounding, or any other claim, cost or expense whatsoever directly or indirectly arising out of, resulting from, caused or occasioned by, happening through, in consequence of, or in any way involving or related to **asbestos** or the use of or exposure to asbestos, including the failure of any product or material containing asbestos, or the existence or presence of asbestos in any place or thing or in the atmosphere, land, or any watercourse or body of water; or
- 2. any damages or any loss, cost or expense arising out of (i) any claim or suit by or on behalf of any governmental authority or any other allegedly responsible party because of, or (ii) any request, demand, order or statutory or regulatory requirement that any **Insured** or any other person or entity should be or is responsible for:
  - (a) assessing the presence, absence, amount or effects of asbestos; or
  - (b) identifying, sampling, testing for, detecting, monitoring, cleaning up, containing, treating, detoxifying, neutralizing, abating, disposing of, mitigating or removing asbestos or any product or material containing asbestos; or
  - (c) responding to asbestos or the potential effects of asbestos in any way other than as described in subparagraph 2.(a) or (b) above; or
- 3. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs 1. and 2. of this Exclusion; or
- 4. any obligation to defend or indemnify, or to share damages with or repay someone else due to or arising from, in whole or in part, any claim, action or suit against the **Insured** in connection with paragraphs 1., 2. and 3. of this Exclusion.

For purposes of this Exclusion, **asbestos** means asbestos, asbestos fibers, asbestos dust or any product or material containing **asbestos**.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or representations of the undermentioned policy, other than as above stated. This endorsement is effective from the date and hour stated below, Standard Time, at the address of the Named Insured as stated in the Declarations, and forms a part of the below numbered policy.

### Policy issued to: Air Cadet League of Canada

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|-----------------|---------------|---------------------------|-----------------|
| Endorsement No. | Policy Number | Date and hour endorsement | nt takes effect |



## CAIM GENERAL LIABILITY POLICY war risks, hi-jacking and other perils exclusion

This endorsement modifies such insurance as is afforded by the provisions of the policy and any of its endorsements.

This policy does not cover claims caused by:

- (a) war, invasion, acts of foreign enemies, hostilities (whether or not war be declared), civil war, rebellion, insurrection, martial law, military or usurped power or attempts at usurpation of power; or,
- (b) any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or,
- (c) strikes, riots, civil commotions or labor disturbances; or,
- (d) any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether claims, **injury**, loss or **damage** resulting therefrom is accidental or intentional; or,
- (e) any malicious act or act of sabotage; or,
- (f) confiscation, nationalization, seizure, restraint, detention, appropriation, requisition by or under any government, public or local authority; or,
- (g) hi-jacking or any unlawful seizure or wrongful exercise of control of an aircraft, including any attempted seizure or control, made by any person or persons acting without the consent of the **Insured**.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or representations of the undermentioned policy, other than as above stated. This endorsement is effective from the date and hour stated below, Standard Time, at the address of the Named Insured as stated in the Declarations, and forms a part of the below numbered policy.

### Policy issued to: Air Cadet League of Canada

| 7               | SGL2 5903     | April 1, 2020            | 12:01 A.M.      |
|-----------------|---------------|--------------------------|-----------------|
| Endorsement No. | Policy Number | Date and hour endorsemen | nt takes effect |



## **CAIM GENERAL LIABILITY POLICY** AIR TRAFFIC CONTROL EXCLUSION

This endorsement modifies such insurance as is afforded by the provisions of the policy and any of its endorsements.

This insurance does not apply to **bodily injury** or **property damage** arising out of Air Traffic Control Operations conducted by any **Insured**.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or representations of the undermentioned policy, other than as above stated. This endorsement is effective from the date and hour stated below, Standard Time, at the address of the Named Insured as stated in the Declarations, and forms a part of the below numbered policy.

### Policy issued to: Air Cadet League of Canada

| 8               | SGL2 5903   | April 1, 2020       | 12:01 A.M.          |
|-----------------|---|---------------------|---------------------|
| Endorsement No. | Policy Number   | Date and hour endor | sement takes effect |
|                 | Approved: Canadian Aviation Insurance Managers Ltd., Managers |                     |                     |



## CAIM GENERAL LIABILITY POLICY AMENDATORY ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy and any of its endorsements.

### **Persons Insured**

The following are added to Section IV "**Persons Insured**" of the Premises and Operations Liability Form of the policy, but only with respect to liability arising from the operations of the **Named Insured**:

f) The Air Cadet League of Canada and its branches and committees, the Air Cadet Squadrons, their sponsoring committees, their officers, cadets or personnel and directors, members, executive officers or managing employees of the Air Cadet League of Canada.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or representations of the undermentioned policy, other than as above stated. This endorsement is effective from the date and hour stated below, Standard Time, at the address of the Named Insured as stated in the Declarations, and forms a part of the below numbered policy.

### Policy issued to: Air Cadet League of Canada

| 9               | SGL2 5903     | April 1, 2020             | 12:01 A.M.      |
|-----------------|---------------|---------------------------|-----------------|
| Endorsement No. | Policy Number | Date and hour endorsement | it takes effect |



## CAIM GENERAL LIABILITY POLICY AMENDATORY ENDORSEMENT

This endorsement modifies Item 9. of the CONDITIONS section of the policy.

### Cancellation

This policy may be cancelled by the **Named Insured** by surrender thereof or by mailing to the **Managers** written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Companies or the **Managers** by mailing to the **Named Insured**, at the address shown in the Declarations, written notice stating when not less than **30** days thereafter such cancellation shall be effective, except in the event of cancellation for nonpayment of premium, for which the notice period shall be **10** days. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period.

Delivery of such written notice either by the **Named Insured**, the Companies or the **Managers** shall be equivalent to mailing.

If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure, subject to retention by the Companies of any minimum premium(s) specified in the Declarations. If the Companies or the **Managers** cancel, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or representations of the undermentioned policy, other than as above stated. This endorsement is effective from the date and hour stated below, Standard Time, at the address of the Named Insured as stated in the Declarations, and forms a part of the below numbered policy.

### Policy issued to: Air Cadet League of Canada

| 10              | SGL2 5903     | April 1, 2020             | 12:01 A.M.      |
|-----------------|---------------|---------------------------|-----------------|
| Endorsement No. | Policy Number | Date and hour endorsement | nt takes effect |

